

## 5450-004 SPECIAL PROVISIONS

### Section 44

#### (A) Log Export Restrictions (LE)

**LE-2** Unless otherwise authorized in writing by the Contracting Officer, the Purchaser shall brand clearly and legibly one end of all logs on timber loads. One end of all branded logs to be processed domestically will be marked with a three (3) square inch spot of highway YELLOW paint. The purchaser will stop trucks for accountability monitoring at mutually agreed upon locations when notified by the Authorized Officer.

If multiple trailers (mule trains) are used, each bunked load shall be considered an individual load, and these guidelines will apply to each bunked load. If a flatbed stake trailer is used, each bundle will be treated as a separate load.

If contract area is within a State that maintains a log brand register, brands shall be registered with the State and Purchaser shall use assigned brand(s) exclusively on logs from this contract until the Authorized Officer releases the brand(s).

#### (B) Logging (L)

**L-1** Before beginning operations on the contract area for the first time or after a shutdown of seven (7) or more days, the Purchaser shall notify the Authorized Officer in writing of the date they plan to begin operations. The Purchaser shall also notify the Authorized Officer in writing if he intends to cease operations for any period of seven (7) or more days.

**L-2** Prior to commencement of operation the Purchaser shall obtain from the Authorized Officer written approval of a written operations and logging plan commensurate with the terms and conditions of the contract, which shall include measures needed to ensure protection of the environment and watershed. A pre-work conference between the Purchaser's authorized representative and the Authorized officer must be held at a location designated by the Authorized Officer before the logging plan will be approved. All logging shall be done in accordance with the plan.

**L-3** All trees designated for cutting shall be cut so that resulting stumps shall not be higher than twelve (12) inches measured from the ground on the uphill side of trees unless authorized by the Authorized Officer.

**L-4** All trees twenty-two (22) inches diameter at breast height (dbh) and larger and western redcedar nine (9) inches dbh and larger are reserved from cutting, unless necessary for road construction.

**L-5** Boundaries

1. Do not cut or damage Unit boundary markers to commercial harvest areas posted with 'Timber Cutting Boundary' tags and painted with ORANGE and/or RED colored paint markings along with strands of ORANGE colored ribbon.

2. Avoid buffered areas posted with 'Timber Reserve Area' tags and painted with ORANGE paint markings along with strands of ORANGE and/or PINK colored ribbon.
3. Avoid cutting within or entering areas of cultural significance delineated with PINK colored ribbon – posted boundary markers may not be present and these Reserve Areas may not be mapped.

**L-6** Unique Features of Project Areas - Any unique feature specific to each unit will be listed on project unit maps. There are no seasonal restrictions on treatment activities. However, seasonal load restrictions are governed by Ferry County and typically occur from February 1 to May 1.

**L-7** Restrictions

1. DNR access and use
  - a. Units 15-1 and 16-1 (see Exhibit G – DNR Road Use Permit):
  - b. Roads may not be used when continued use will result in excessive damage due to weather or other conditions.
  - c. No snow removal without permission from the landowner.
  - d. Gates must be kept closed at all times.
  - e. During the closed fire season of April 15 through October 15, the Purchaser shall determine and provide any extra requirements necessary for prevention and suppression of fire which may result from the Purchaser's operations. Activated when needed during the summer fire season, DNR's Industrial Fire Precaution Levels (IFPL) are an activity closure system to reduce wildfire risk. IFPL requirements may be viewed at: <https://www.dnr.wa.gov/IFPL>
  - f. The hauling of forest products from Units 15-1 and 16-1 will not be permitted from November 1 to March 31.
  - g. The Purchaser must notify the BLM two (2) weeks in advance of completion of operations for the purpose of inspection for compliance with the terms detailed in Exhibit G. The Purchaser shall repair any road damage resulting from said inspection.
2. USFS access and use
  - a. Unit 6-1 (see Exhibit H – USFS Road Use Authorization)
  - b. The Republic Ranger District must be notified 7-10 days prior to maintenance and hauling activities: Starr Sullivan (509) 207-0138 or [starr.sullivan@usda.gov](mailto:starr.sullivan@usda.gov)
  - c. It is the responsibility of the Purchaser to sign these roads with MUTCD (Manual on Uniform Traffic Control Devices) standard signs to alert personnel/public during times of operations.
  - d. The Purchaser is responsible for performing pre-haul, during haul, and post-haul maintenance (see Exhibit H specifications, pages 3-9) on utilized USFS roads
3. Road construction in all other areas will not be permitted from November 15 to May 31 unless authorized in writing by the Contract Administrator due to frozen conditions and spring breakup. The hauling of forest products will not be permitted from February 1 to May 1 unless authorized in writing by the Contract Administrator due to spring breakup.

**L-8** Closed Fire Season - All chainsaws, fire tools, and power-driven machinery used on this project shall be subject to inspection by the BLM prior to and during work. Failure to comply with fire season regulations and equipment standards shall be cause for suspension of work until the

Contractor meets the requirements. Contract performance time will not be adjusted if work is suspended for this reason.

**L-9** Protection of Natural Resources, Structures, and Improvements – The Contractor shall adhere to all Ferry County load restrictions and use alternate routes to haul commercial forest products. The Contractor shall be held liable and is responsible for any damages caused by his/her personnel and/or equipment to Bureau natural resources including cultural, riparian, wildlife, fish, reserves, and reserve trees. The Contractor shall be held liable and is responsible for any damages caused by his/her personnel and/or equipment to any existing structures or other improvements. Repairs to these structures and other improvements shall be at the Contractor's expense, at no additional cost to the Government, and shall be accomplished in a timely manner. Examples of structures and improvements are:

1. Bridges
2. Fences and gates
3. Roads spurs, and fire lines
4. Private structures
5. Contractor and COR shall review road and road conditions prior to work and determine necessary repairs at the conclusion of the project
6. Posted monuments and corners

**L-10** In cutting areas as shown on Exhibit A, all harvest trees shall be felled and whole tree yarded except when excessive stand damage occurs as determined by the Authorized Officer. If excessive stand damage occurs, all logs shall be completely limbed into thirty-three (33) foot logs prior to being yarded.

**L-11** Trees designated for cutting within one hundred (100) feet of stream shown on Exhibit A shall be felled away from stream.

**L-12** In the entire contract area shown on Exhibit A, tractor yarding shall be done with rubber-tired skidders or crawler type equipment without bulldozers, angle dozers, or arches.

A harvester, feller-processor, or feller-buncher with purpose-built carriers with boom-mounted felling heads and a boom with a minimum lateral reach of twenty (20) feet may be used in the ground-based units.

Existing skid roads shall be used when possible.

New skid roads shall be placed at least one hundred (100) feet apart where topography will allow.

New skid roads must be located on ground less than thirty-five (35) percent slope.

Landing size shall not exceed one-quarter (1/4) acre (118 feet maximum diameter), shall be located along existing roads and/or temporary routes within unit boundaries, and shall be approved by the Authorized Officer.

Delivered log lengths shall not exceed forty-one (41) feet.

- L-13** Operations and hauling should not impede vehicle traffic. During logging operations, the Purchaser shall keep Lone Ranch Creek Road, Day Creek Road, and Wolfe Camp Road open for public travel. These roads shall be signed to alert personnel/public during times of operations; these roads shall be clear of trees, rock, dirt, and other debris so far as is practicable. Other roads shall not be blocked by such operations for more than thirty (30) minutes.
- L-14** Before cutting and removing any trees necessary to facilitate logging in the cutting area shown on Exhibit A (Contract Area Maps, Sheets 1-4), the Purchaser shall identify the location of the skid roads on the ground in a manner approved by the Authorized officer at the pre-work conference and documented in the Logging Plan. Said Purchaser identification of trees to be cut and removed does not constitute authority to proceed with cutting and removal. In addition, before proceeding with cutting the following conditions must be met:
1. All skid roads upon which timber is identified by the Purchaser to be cut and removed in accordance with this special provision must be necessary for the safe and expeditious removal of timber sold under this contract and shall be limited to the minimum width necessary for yarding of logs with a minimum of damage to reserve trees, however, unless otherwise approved in writing by the Contracting Officer, the width of each skid road shall be limited to **twelve (12) feet**.
  2. The Purchaser may immediately cut and remove additional timber to clear skid roads when the trees have been marked with orange paint above and below stump height by the Authorized Officer and thereby approved for cutting and removal by the Authorized Officer. The volume to be sold will be determined by the Authorized Officer in accordance with Bureau of Land Management prescribed procedures. No timber may be cut or removed under the terms of this provision unless sufficient installment payments have been made in accordance with Section 3.(b). of the contract or sufficient bonding has been provided in accordance with Section 3.(d). of the contract.
  3. The Purchaser agrees that sale of this additional timber shall be accomplished by a unilateral modification of the contract executed by the Contracting Officer and that such timber shall be sold at the unit prices shown in Exhibit B of this contract; the value of the timber must be reappraised subject to the terms for contract extension set forth in Section. 9 of the contract or; the Authorized Officer determines that the species of trees are not listed in Exhibit B of this contract or any tree that exceeds 21.9 inches dbh shall be appraised and sold by bilateral modification of the contract at current fair market value in accordance with Section 8 of this contract.
  4. This authorization for the Purchaser to cut and remove additional timber prior to the execution of a modification may be withdrawn by the Contracting Officer if the Authorized Officer determines that the Purchaser has cut and removed any tree not previously marked and approved for cutting by the Authorized officer, which under Section 10 of the contract constitutes a violation of the contract and under Section 13 of the contract may constitute a trespass rendering the Purchaser liable for damages under applicable law.

**L-15** In the partial cutting area shown on Exhibit A, all yarding shall be done by equipment operated entirely on designated skid roads. Before felling and yarding any timber, except skid road right-of-way timber, in the partial cutting area the purchaser shall locate and construct designated skid trails as follows:

Mark the location of designated skid roads on the ground with orange flagging in consultation with the Authorized Officer.

Space designated skid roads at a minimum of one hundred (100) feet apart unless otherwise agreed to by the Authorized Officer.

Limit the width of each skid road to a maximum of **twelve (12) feet**.

Limit excavation on designated skid roads to a maximum cut of two (2) feet and a maximum length of one hundred (100) feet at any one location with the prior approval of the Authorized Officer.

**L-16** Purchaser's operation shall facilitate BLM's safe and practical inspection of Purchaser's operations and BLM's conduct of other official duties on Contract Area. Purchaser has all responsibility for compliance with safety requirements for Purchaser's employees, contractors, and subcontractors.

If the Authorized Officer identifies a conflict between the requirements of this contract or agreed upon methods proceeding hereunder and State or Federal safety requirements, the contract may be modified. If the cost of such contract modification is of a substantial nature (\$2,000.00 or more), the Purchaser may request in writing, an adjustment in the Total Purchase Price specified in Section 2 of the timber sale contract, as amended, to compensate for the changed conditions.

### **(C) ROAD CONSTRUCTION, MAINTENANCE, AND USE (R)**

**R-1** The Purchaser shall construct and decommission newly constructed roads in accordance with the specifications shown on Exhibit C (Road Renovation-Reconstruction, Construction, & Maintenance), Exhibit G (Washington State DNR Road Use Permit No. 50-103913), and Exhibit H (U.S. Forest Service Road Use Authorization) which is attached hereto and made a part hereof.

DNR Road Use Permit minimum operational requirements:

1. Roads may not be used when continued use will result in excessive damage due to weather or other conditions.
2. No snow removal without permission from the landowner.
3. Gates must be kept closed at all times.
4. Hauling of forest products is not allowed between November 1st and March 31st

USFS Road Use Authorization minimum operational requirements:

1. The Purchaser performs all pre-haul, during haul, and post-haul maintenance (see Exhibit H specifications, pages 3-9) as a commensurate share of operational wear and tear which include:
  - (a) Clearing
  - (b) Brushing
  - (c) Drainage maintenance
  - (d) Spot rock where needed in soft areas
  - (e) Slide repair
  - (f) Blading/shaping
2. Notify Republic Ranger District 7-10 days prior to maintenance and hauling activities

Any required construction or renovation of structures and roads shall be completed and accepted, in accordance with Section 18, prior to the removal of any timber, except right-of-way timber, over that road.

**R-2** The Purchaser shall perform any required road repair and maintenance work on roads used by them, under the terms within the following documents which are contained herein:

1. Exhibit C - Road Renovation-Reconstruction, Construction, & Maintenance,
2. Exhibit G - Washington State DNR Road Use Permit No. 50-103913, and
3. Exhibit H - U.S. Forest Service Road Use Authorization of this contract

**R-3** CULVERTS - To maintain stream courses and ditch crossings, as needed, install two (2) 18-in. diameter, 20-32 ft. long, 16 gage galvanized culverts. See Exhibit C - Road Renovation-Reconstruction, Construction, & Maintenance and Illustration 3 for Culvert Installation Details.

1. Unit 9-2 - Day Creek Road: Minimum eighteen (18) inches diameter, 16 gage galvanized.
2. Unit 21-1 - Hurlburt Road at Durkos Lane Culvert: Minimum eighteen (18) inches diameter, 16 gage galvanized, twenty (20) feet in length.

Adequate lead in and off ditches shall be constructed. Metal culverts shall be covered with at least twelve (12) in. of compacted fill material. Metal aprons, poured concrete, block masonry or rock shall be used for headwalls and catch basins. Log emplacements are not acceptable road foundations.

Culverts shall be installed with the same general slope as the slope of the drainage and projecting from the toe of the fill but at not less than 4% or more than 12% grade unless otherwise specified. If the culvert is installed on a grade which is less than the natural slope, the fill slope shall be adequately protected from excessive erosion.

**R-4** GATE REPAIR – Unit 21-1: Install new posts and hinges to reattach ranch gate at the entrance of Durkos Lane.

**(D) Environmental Protection (E)**

**E-1** The Purchaser shall immediately discontinue specified construction or timber harvesting operations upon written notice from the Authorized Officer that affect:

1. threatened, or endangered plants or animals protected under the Endangered Species Act of 1973, as amended, may be affected by the operation, and a determination is made that consultation or re-initiation of consultation is required concerning the species prior to continuing operation, or;
2. when in order to comply with the Endangered Species Act the Authorized Officer determines it may be necessary to modify or terminate the contract, or;
3. federal proposed, federal candidate, Bureau sensitive or State listed species protected under BLM Manual 6840 - Special Status Species Management - have been identified, and a determination is made the continued operations would affect the species or its habitat, or;
4. other active raptor or owl nests have been discovered, and a determination is made that continued operations under this contract would adversely affect the present use of the discovered nesting area by the raptor or owl.
5. when to comply with a court order, the Contracting officer determines it may be necessary to modify or terminate the contract, or:
  - (a) species have been discovered which were identified for protection through survey and manage and/or protection buffer standards and Guidelines established in the ROD and RMP, and the Contracting Officer determines that continued operations would affect the species or its habitat, or;
  - (b) when, to protect species which were identified for protection through survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP, the Contracting Officer determines it may be necessary to modify or terminate the contract.

Discontinued operations may be resumed upon receipt of written instructions and authorization by the Contracting Officer. During any period of suspension, the Purchaser may withdraw performance and payment bond coverage aside from that deemed necessary by the Authorized Officer to secure cut and/or removed timber for which the Bureau of Land Management has not received payment, and/or unfulfilled contract requirements associated with harvest operations that have already occurred and associated post-harvest requirements.

In the event of a suspension or a combination of suspension periods that exceed a total of 30 days, the First Installment held on deposit may be temporarily reduced upon the written request of the Purchaser. For the period of suspension extending beyond 30 days, the First Installment on deposit may be reduced to five percent of the First Installment amount listed in Section 3.b. of the contract. Any First Installment amount temporarily reduced may be refunded or transferred to another BLM contract at the request of the Purchaser. However, if the Purchaser has outstanding debt owed to the United States, the Contracting Officer must first apply the amount of the First Installment that could be refunded to the debt owed in accordance the Debt Collection Improvement Act, as amended (31 USC 3710. et seq.). Upon Purchaser's receipt of a bill for collection and written notice from the Contracting Officer lifting the suspension, the Purchaser shall restore the First Installment to the full amount shown in Section 3.b. of the contract within 15 days after the bill for collection is issued, subject to Section 3.j. of the contract. The Purchaser shall not resume contract operation until the First Installment amount is fully restored.

In the event of a suspension period or a combination of suspension periods that exceed a total of 30 days, the unamortized Out-of-Pocket Expenses for road or other construction required pursuant to Exhibit C of the contract shall be refunded or transferred to another BLM contract at the request of the Purchaser. Upon written notice from the Contracting Officer lifting the suspension, the Purchaser shall reimburse the Government the amounts refunded or transferred. The Purchaser may choose to pay this reimbursement at once or in installments payable at the same time as payments are due for the timber under the contract and in amounts approximately equal to the expenses associated with the timber for which payment is due.

In the event that operating time is lost as a result of the incorporation of additional contract requirements, or delays due to Endangered Species Act consultation with the U.S. Fish and Wildlife Service or U.S. National Marine Fisheries Service, or court injunctions, the Purchaser agrees that an extension of time, without reappraisal, will constitute a full and complete remedy for any claim that delays due to the suspension hindered performance of the contract or resulted in damages of any kind to the Purchaser.

The Contracting Officer may determine that it is necessary to terminate cutting and removal rights in this contract to comply with the Endangered Species Act, protect species that have been discovered which were identified for protection through survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP or comply with a court order. Following the issuance of a written notice that cutting and removal rights will be terminated, the Purchaser will be permitted to remove timber cut under the contract, if allowed by the Endangered Species Act, or court order requirements necessitating the termination.

In the event cutting and removal rights are terminated under this subsection, the Purchaser agrees that the liability of the United States shall be limited to the actual cost incurred by the Purchaser which have not been amortized by timber removed from the contract area. This calculation of liability shall utilize actual Purchaser costs and Government estimates of timber volumes. At the Authorized Officer's request, the Purchaser agrees to provide documentation of the actual costs incurred in the performance of the contract. In addition, the Purchaser shall be released from the obligation to pay the contract price for any timber which is not authorized to be removed from the contract area.

The Purchaser specifically and expressly waives any right to claim damages, other than those described in the preceding paragraphs, based on an alleged breach of any duty to the Purchaser, whether express or implied, regarding the way the Government defended the litigation which resulted in the court order affecting the operation of the contract. The waiver also extends to any claims based on effects on the operation of the contract that arise from litigation against another agency. Furthermore, the Purchaser specifically acknowledges and agrees that a court ruling that the Government violated the administrative procedures Act cannot be interpreted to mean that the Government had not acted reasonably regarding its duties to the Purchaser under this contract.

- E2** To avoid the spread of noxious weeds, all equipment will be washed prior to arrival to the operational unit. The Timber Sale appraisal provides allowances for weed washing 3 pieces of heavy equipment.

**E3 Unit 6-1.** In the Southwest portion of the Unit, a 980-ft buffer around 2 golden eagle nests must be applied from 2/15-6/15 that restricts all operations (See Exhibit A, Sheet 3 of 4).

**(E) Fire Prevention and Control (F)**

**F-1** Primarily for purposes of fire prevention and control, the Purchaser shall, prior to the operation of power-driven equipment in construction or logging operations under this contract during the closed fire season or periods of fire danger, prepare a fire prevention and control plan to the satisfaction of the Authorized Officer.

Primarily for purposes of fire prevention and control, the Purchaser shall comply with the following provisions:

1. Prior to the operation of power-driven equipment in construction or logging operations under this contract during the closed fire season or periods of fire danger, prepare a fire prevention and control plan to the satisfaction of the Authorized Officer.
2. Provide and maintain in good repair, on the contract area, the following equipment for use during closed fire season or periods of fire danger:
  - (a) Two (2) back-pack pumps at each landing and one (1) at each tail block, all to be kept full of water and in good operating condition.
  - (b) A serviceable chemical fire extinguisher of at least eight (8) ounces minimum capacity shall be carried during the closed fire season or period of fire danger by each member of the falling crew and each buckler using a power saw on the contract area. Such fire extinguisher shall be filled and in effective operating condition and shall always be immediately available to the operator when the saw is being fueled or the motor of the saw is running.
  - (c) Any fueling of a power saw shall be done in an area which has first been cleared of all flammable material. Power saws shall be moved at least twenty (20) feet from the place of fueling before the engine is started.
  - (d) A shovel in good condition with not less than a three (3) foot handle and a blade not less than seven and three-quarters (7 3/4) inches wide shall be within fifty (50) feet of any power saw when in operation.
  - (e) Where blocks and cables are used on the contract area during periods of fire danger, the Purchaser shall remove all flammable material at least ten (10) feet from the place where the tail or any other block will hang when the cable is tight. Such clearings shall be kept free of flammable material.
  - (f) The Authorized Officer may require additional fire tools and fire equipment as the fire danger may warrant. Such additional tools and equipment shall include but not be limited to the following items:

Portable pumps, tank truck or portable tank, bulldozer, headlight for each man in the woods-crews, and a pair of headlights for each bulldozer.

- F-2** Serviceable cell phone or radio-telephone equipment able to provide prompt and reliable communication between the contract area and emergency services. Such communication shall be available during periods of operation including the time watchman service is required.
- F-3** A pair of headlights capable of being quickly attached to each bulldozer used on the contract area. The headlights shall be adequate to provide illumination sufficient to allow use of the bulldozers for firefighting and construction of fire trails at night.
- F-4** A headlight for each person in the woods crew adequate to provide sufficient illumination for night firefighting. A headlight shall be of the type that can be fastened to the head to allow independent use of the hands. It shall be equipped with a battery case so designed that it can be either carried in the hip pocket or fastened to the belt. The head of the light and the battery case shall be connected by insulated wires. At least one extra set of batteries shall be provided for each such headlight.
- F-5** Fire-fighting tools shall be kept at each landing or at such other place as the Authorized Officer shall designate whenever people are working on the contract area. All fire-fighting tools shall be kept in a sturdily constructed box which shall be painted red and lettered on the front or top in large letters, "For Fire Only." The box shall have a hinged lid and a hasp by which the lid can be sealed. One box may serve two landings.
- F-6** Also see Exhibit F - BLM Fire Protection Requirements

**(F) Slash Disposal (SD)**

- SD-1** Fire Hazard Reduction. In addition to the requirements of Sec. 15 of this contract, and notwithstanding the Purchaser's satisfactory compliance with State laws and regulations regarding offsetting or abating the additional fire hazard created by this operation and the State's willingness to release the Purchaser from liability for such hazard, the Purchaser shall remain responsible to the Government for performance of the following hazard reduction measures required by this contract:

Prior to the commencement of any operation, a slash disposal and pre-work conference between the purchaser's representative and the Authorized Officer must be held at a location designated by the Authorized Officer. All slash disposals shall be done in accordance with the plans developed at this pre-work conference. A post-logging assessment shall be conducted to confirm or change slash treatment needs in all units.

Slash shall mean all material (brush, limbs, tops, unmerchantable stems, root wads, and chunks) severed or knocked over from Purchaser's operation under terms of this contract.

1. SD-1a Treatment of Slash

- (a) Severed slash, harvesting debris, excess breakage shall be slashed in each Unit not to exceed seventeen (17) tons per acre per Unit.
- (b) Slash falling outside the project area shall be moved completely into the project area.
- (c) All severed slash requires a fifteen (15) foot pullback from the edge of all access roads within and adjacent to unit boundaries of units. Pullback shall be completed simultaneously with cutting operations.
- (d) Unmaintained roads and skid or cat roads used as unit boundary lines shall be kept clear of slash for a width of six feet as measured from the edge of the road. Roads shall be kept clear of slash concurrently with cutting.
- (a) Slash lodged in leave trees shall be dislodged or removed as it occurs.
- (e) Care shall be taken to protect all leave trees. Excessive damage to leave trees may be considered as cause for contract termination or default.

2. SD-1b Pile all road right-of-way and landing slash.

- (a) Pile all landing slash. Slash shall be piled by crawler tractor equipped with a special brush piling blade. Finished piles shall be tight and free of earth.
- (b) Slash may be piled by hand, machine, or a combination. **Finished piles shall be tight and free of earth.**
- (c) Pile all slash located within clearing limits on each side of constructed temporary roads.
- (d) **Maintain a twenty-five (25) foot distance from the edge of landing piles and leave trees.**
- (e) Slash piles shall not be piled on or against leave trees. No clearing and grubbing debris shall be left lodged against standing trees.
- (f) Slash shall be disposed of in accordance with the instructions of the Authorized Officer.
- (g) Pile all slash and debris and subsoil **all landings and skid trails**

**SD-2** Utilization of Woody Biomass

1. The contractor may remove and utilize woody biomass, if:
  - (a) Project work is progressing as scheduled; and
  - (b) Removal is completed before contract expiration.
2. Following receipt of the written request, and if appropriate, the Government and the contractor will negotiate and execute a separate timber/vegetative sales contract. Payment under the timber/vegetative sales contract must be at a price equal to or greater than the appraised value of the woody biomass. The contractor must make any appropriate payment specified in the related timber/vegetative sales contract before removal may be authorized.
3. If required by law, regulation or Bureau policy, the Government will prepare a timber/vegetative sales notice and/or prospectus, including volume estimates, appraised value, and any appropriate special provisions.
4. The contractor must treat any woody biomass not removed in accordance with the specifications in the service contract.
5. The sales contract and service contract are severable; default or termination under either contract does not remove the contractor from payment or performance obligations under the

other contract.

6. Definitions:

*Timber/vegetative sales contract and/or notice*: the agency-specific authorized contract instrument for the sale, barter, exchange, billing or other compensation for the payment, removal, and/or transportation of woody biomass material.

*Woody biomass*: the trees and woody plants, including limbs, tops, needles, leaves, and other woody parts, grown in a forest, woodland, or rangeland environment, that are the by-products of management, restoration and/or hazardous fuel reduction treatment.